

Abstract

The objective of this thesis is to frame the scope of application of the Vienna Convention on the International Sale of Goods and other instruments of private international law relating to the international sales contract. In this field the gaps in the Vienna Convention are analysed and methods to fill them are explored.

The first chapter introduces the key terms of international trade law. First, the types of legal provisions are listed and then the sales contract is defined under both, the Czech law and the Vienna Convention.

In the second chapter I focus on the overview of the development of international uniform sales law and on further sources of law, which are important for international transactions. Besides the Convention itself, I study the Rome I Regulation, the uniform principles of international contract law and the Common European Sales Law.

The third chapter advances to the core of the thesis, the gaps in the Vienna Convention. After defining the gaps and characterising them, I formulate the basic principles underlying the Convention, which are to be used to fill the internal gaps.

In the last, fourth chapter I selected three gaps in the Vienna Convention: interest rate, set off and the form of the contract. One by one, I explain their nature and all approaches to the gap-filling with the appropriate law. I compare the various ways on how to fill them from the perspective of both, the principles and the conflict of law rules as well.

In this work I have attempted to provide the basic overview of the scope of the Convention and of the issues not regulated by it. The main objective of the work then lies in the methodology of the gap-filling and in the application of introduced theoretical approaches on three specific gaps, each of them requiring a different treatment. The ways of filling the gaps in the Convention should however always have one ultimate goal: to promote uniformity of the international sales. That is why the uniform solutions are preferred, either based on the underlying principles of the Convention or on external, but uniform sources of law, like UNIDROIT Principles of International Commercial Contracts or Principles of the European Contract Law.